			1					PAGE	OF PAGES	
REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ [X] IS [] IS NOT A SMALL BUSINESS SET-AS			ASIDE		1	9		
(THI	S IS NOT A	N ORDER)				T 4 CED	T EOD NAT DEE	RATING		
REQUEST 1		2. DATE ISSUED	REQUE	SITION/PURCHAS EST NO.	E	UNI	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
0167-06-Q		30-Aug-2006	61916961							
CODE 3323, BRI 2500 MACARTH	EWARFARECI ANWHITE	ENTER, CARDEROCK			6. DELIVER BY (Date) SEE SCHEDULE 7. DELIVERY					
						[X] F	OB [] OTHER		
, FOR INFO		CALL: (Name and Tele	phone no.) (No	o collect calls) (301) 227-186	57		ESTINATION	(See Sched	lule)	
TO: NAME AND ADDRESS, INCLUDING ZIP CODE						9. DESTINATION (Consignee and address, including ZIP Code) NAVAL SURFACE WARFARE CENTER, CARDEROCK MR. STEVE SEFFENS 9500 MACARTHUR BLVD WEST BETHESDA MD 20817-5700 TEL: 301-227-5825 FAX:				
	FURNISH Q 11-Sep-200	UOTATIONS TO TH	IE ISSUING	OFFICE IN BLOCK	K 5a ON OR BEFO	RE CLOSE	E OF BUSINESS:			
t to the address contract for sup	in Block 5a. T plies or service:		t the Governm origin unless	ent to pay any costs incotherwise indicated by	quoter. Any representa	ations and/or	licate on this form and return ission of this quotation or to certifications attached to th	-		
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	SI	EE SCHED	ULE			•				
12. DISCOU	UNT FOR PI	ROMPT PAYMENT	a. 10 CAI	LENDAR DAYS	b. 20 CALENDA	R DAYS	c. 30 CALENDAR I	DAYS d. C.	ALENDAR DA	
			mtations I	%	t attached.				Approximation of the second second	
NOTE: Additional provisions and representations [] are [] are no 13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)					14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION				DATE OF QUOTATION	
					16. NAME AND	TITLE OF	SIGNER (Type or pri		TELEPHONE N Include area cod	

Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 1 Each

SERVICES

FFP

EXPERT CONSULTING SERVICES IN SUPPORT OF CONTRACT POLICY

OFFICE, SEE STATEMENT OF WORK.

FOB: Destination

NSN: 0000SERVICES000 DWG NR: SERVICES

PURCHASE REQUEST NUMBER: 61916961

NET AMT

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY 0001 N/A N/A N/A Government

1.44 - 3.40

.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-AUG-2007	1	NAVAL SURFACE WARFARE CENTER, CARDEROCK MR. STEVE SEFFENS 9500 MACARTHUR BLVD WEST BETHESDA MD 20817-5700 301-227-5825 FOB: Destination	N00167

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

- 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2006)
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (2) Listed below are additional clauses that apply:
- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (Jul 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (FEB 2006).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2005) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).
- (vi) 52.222-41, Service Contract Act, As Amended (JUL 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)
- (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).
- (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).
- (iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).
- (iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(Insert one or more Internet addresses)

- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--
- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

CAR-P09 Mail Invoices to:

NSWC Carderock Division Vendor Certification, Code 315 West Bethesda, MD 20817-5700 (301) 227-1161 (FAX) 301-227-3927

PERFORMANCE WORK STATEMENT OF WORK (SOW)

Contractor Support Services for the Naval Surface Warfare Center, Carderock Division Acquisition Management Division

1.0 SCOPE

- 1.1 This Performance Work Statement sets forth the requirements for one (1) part-time (approximately 20 hours per week) Contract Policy Analyst to provide expert contract policy support to the Policy and Systems Section, Code 3311, in the Acquisition Policy & Programs Branch (Code 3310), of the Acquisition Management Division (Code 33), at the Naval Surface Warfare Center, Carderock Division (NSWCCD).
- 1.2 The Contract Policy Analyst shall review and analyze various higher level contract policy and procedural documents to determine their applicability to the NSWCCD contracting process. The Contract Policy Analyst shall prepare drafts of contracting guidance documents, instructions, policy memoranda and similar documents that implement these higher level contract policy and procedural documents. The Contract Policy Analyst shall research contract law, regulation, and precedent as required.
- 1.3 The Contract Policy Analyst shall be responsible for maintaining the NSWCCD large purchase and simplified acquisition Drafting Guides of contract clauses and provisions used by contract specialists in the preparation of solicitations and contracts. The Contract Policy Analyst shall also maintain the database of (i) NSWCCD-unique clauses; (ii) clause templates for the Small Business Innovation Research (SBIR) contracts; and (iii) clause templates for commercial and noncommercial purchase orders to be placed using simplified acquisition procedures.
- **1.4** The Contract Policy Analyst shall provide other contracting support in areas such as quality assurance reviews, responding to data calls, report writing, etc.

2.0 REQUIREMENTS

The Contract Policy Analyst shall be proficient in the use of Microsoft Office applications such as MSWord, MS Excel, etc., to efficiently perform the required tasks. The requirements described in this performance work statement shall be met by one person assigned to work part-time on site at NSWCCD.

2.1 Requirements / Tasks

The Contract Policy Analyst shall perform the following tasks in relation to contracting policies, procedures, and processes:

- (a) Contract Policy Support
- (b) Maintenance of the Large Purchase and Simplified Acquisition Drafting Guides
- (c) NSWCCD Clause Database Maintenance
- (d) Other Contracting Support

2.1.1 Contract Policy Support

The Contract Policy Analyst shall review various higher level policy and procedural documents to determine their applicability to the NSWCCD contracting process. The Contract Policy Analyst shall prepare drafts of implementing guidance documents, instructions, policy memoranda and similar documents for use primarily by contract specialists. Such documents may also be written to provide assistance, where necessary, to NSWCCD engineering and technical support personnel.

The Contract Policy Analyst shall prepare summaries of higher level contract policy memoranda, and regulatory changes to the Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), Navy Marine Corps Acquisition Regulation Supplement (NMCARS), Navy Marine Corps Acquisition Guide (NMCAG), and the Naval Sea Systems Command (NAVSEA) Contracts Handbook. Summaries shall explain the policy and/or procedural changes included in the policy memoranda/regulatory change, and include an assessment of the impact on NSWCCD contracting personnel.

The Contract Policy Analyst shall review existing NSWCCD local contract guidance documents, policy memoranda and similar documents and recommend changes necessary to maintain currency.

The Contract Policy Analyst shall research contract law, regulation, and precedent as required to perform the above stated tasks.

2.1.2 Maintenance of the Large Purchase and Simplified Acquisition Drafting Guides

The Contract Policy Analyst shall be responsible for maintaining the NSWCCD large purchase and simplified acquisition contract Drafting Guides used by contract specialists in the preparation of solicitations and contracts. These guides contain all clauses and provisions from the Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), and Navy Marine Corps Acquisition Regulation Supplement (NMCARS), that are applicable to NSWCCD solicitation and contracts. For each clause/provision entry, the Drafting Guides contain detailed information such as the clause number and date, clause title, regulatory reference and usage statement, uniform contract format section, etc. The Contract Policy Analyst shall also provide expert advice on the selection of contract clauses and special terms and conditions for various types of contracts required to satisfy NSWCCD requirements.

2.1.3 NSWCCD Clause Database Maintenance

The Contract Policy Analyst shall be responsible for maintaining within the Standard Procurement System (SPS) database, all (i) NSWCCD-unique clauses and provisions; (ii) templates for Small Business Innovation Research (SBIR) Phase I and II contracts, including all applicable FAR and DFARS clauses; and (iii) clause templates for both commercial and noncommercial purchase orders to be placed using simplified acquisition procedures.

2.1.4 Other Contracting Support

The Contract Policy Analyst shall assist in the implementation of quality assurance reviews of the Acquisition Management Division, including scheduling internal contracting process reviews, summarizing results, drafting recommendations, and maintaining metrics and files pertaining to the reviews.

The Contract Policy Analyst shall assist in the preparation of various reports pertaining to the performance of the Acquisition Management Division, such as the Procurement Performance Management Assessment Program status reports, responses to procurement reviews conducted by external sources, and recurring monthly and quarterly reports as well as "ad hoc" special reports.

The Contract Policy Analyst shall assist in coordinating and preparing responses to procurement data calls, including those generated from external sources as well as those in support of NSWCCD internal management.

The Contract Policy Analyst shall prepare, organize, file, and distribute contract policy documents as necessary.

The Contract Policy Analyst shall support the contract office operations in other areas as requested and in accordance with priorities established by the Government's technical

representative.

3.0 Government Furnished Items

3.1 Government Furnished Information (GFI)

The Government will provide the Contract Policy Analyst all data as required for data input and data maintenance. The Government will also provide the Contract Policy Analyst access to relevant contract instructions, manuals, software programs and intranet links as required to perform the tasks outlined in section 3.

3.2 Government Furnished Facilities (GFF)

The Government will provide all facilities for the accomplishment of the tasks. These facilities will reside at NSWCCD, West Bethesda, MD, in building 121.

3.3 Government Furnished Equipment (GFE)

The Contract Policy Analyst will be provided an NMCI computer and peripherals, telephone, office supplies and a workstation at NSWCCD, West Bethesda, MD, in building 121.

4.0 Data Deliverables

- **4.1** All tasking deliverables shall be in contractor format. Deliverables shall be submitted within the timeframe specified by the Government Technical Point of Contact (TPOC).
- **4.2** The contractor shall submit a monthly status report of activities conducted, including a summary of work completed, labor hours expended, funds expended, and any outstanding issues. The status report shall be provided electronically to the Government Technical Point of Contact (TPOC) Manager.

5.0 Technical Point of Contact (TPOC)

Mr. Ademar Toro, Policy and Systems Section Head, Code 3311, telephone 301-227-5815, is the Technical Point of Contact (TPOC) for this contract.

6.0 Time Devoted by Contract Policy Analyst

It is anticipated that the Contract Policy Analyst will spend, over the term of this contract, approximately 960 labor hours over a 12 month period (approximately 20 hours per week) in fulfilling the obligations under this contract. The particular amount of time per day or week will vary.

7.0 Period of Performance

The period of performance shall be from date of award through 12 months thereafter.

8.0 Place of Performance

Work shall be performed on site at the NSWC Carderock Division, West Bethesda MD.

9.0 Travel

Travel to the NSWCCD site located in Philadelphia PA may be required for performance of the efforts described herein. If required, such travel would be infrequent and would likely not exceed one to two days in length.

10. Qualifications:

The Contract Policy Analyst required to perform this statement of work must have Bachelor's degree in a business related field and a minimum of 10 years hands-on experience with Federal or DoD policy and will be directly responsible for the development and promulgation of contracting policies, processes and procedures. Three of these 10 years must have been recent (between January 2002 and the present). A detailed knowledge of the Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), and Navy Marine Corps Acquisition Regulation Supplement (NMCARS) is required. A background with Navy Contract Policy is preferred, but not required.

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QUOTATION PREPARATION AND EVALUATION

1.0 General

The purpose of this procurement is to obtain the services of a part-time Contract Policy Analyst to provide expert technical support to the Policy and Systems Section, Code 3311, in the Acquisition Policy & Programs Branch (Code 3310), of the Acquisition Management Division (Code 33), at the Naval Surface Warfare Center, Carderock Division (NSWCCD).

The Government intends to make an award on the basis of initial quotations without conducting discussions, but reserves the right to conduct discussions if determined necessary. Quotations shall be submitted no later than the specified closing date and time to be considered. Quotations shall be submitted in accordance with the format presented below.

2.0 Technical Quotation

The technical quotation shall be limited to five pages in length (excluding resume), and shall contain information in the following areas, as appropriate:

(a) Personnel Requirements

The Government's requirement is for one part-time Contract Policy Analyst working approximately 20 hours per week and possessing the necessary education, skills and experience to successfully perform the variety of efforts set forth in the Statement of Work (SOW). The offeror shall provide a resume for the proposed employee that fully demonstrates their qualifications for the position. Offerors shall submit the resume using the following format:

Name of Employee.

Employment History (Clearly identify dates and employer).

Experience Applicable to the Proposed Position (Expressed in number of years).

Identify direct relevance of employment history to the Statement of Work.

Current employment status with the offeror (provide signed letter of intent if not currently employed by the offeror).

(b) Technical Competence/Understanding

Offerors shall demonstrate a comprehensive technical understanding of the requirements/tasks contained in the Statement of Work. This section shall discuss, in detail, the offeror's understanding of the goals and technical complexities of the effort required.

(c) Past Performance

The offeror shall provide past performance references that reflect corporate experience relative to the requirements of the Statement of Work. At least one of the references must cover relative corporate experience performed within the past two (2) years. Provide the following information for each:

- 1. Contracting Activity and Address
- 2. Technical Representative's name and telephone number
- 3. Contract Number
- 4. Type of Contract
- 5. Contract Price

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- 6. Period of Performance
- Brief description of effort provided and a discussion of the relevance of the effort to this Statement of Work

In addition, the Government reserves the right to review the Government's Past Performance Information Retrieval System (PPIRS) rating of a quoter's past performance of relevant contracts. In the event the Government cannot obtain adequate PPIRS rating information regarding a particular quoter, the Government may review relevant past performance information obtained from other sources.

3.0 Price Quotation

The offeror shall complete the pricing page contained in this solicitation.

Any inconsistency, whether real or apparent between promised performance and price, should be explained in the quote. Any significant inconsistency, if unexplained, raises a fundamental issue of the understanding of the nature and scope of work required and financial ability to perform the contract, and may be grounds for rejection of the quotation. The burden of proof as to price credibility rests with the quoter.

EVALUATION FACTORS FOR AWARD

Quotations received in response to this solicitation will be evaluated on a best value basis. Award will be made to that offeror who meets the requirements of FAR Subpart 9.1, Responsible Prospective Contractor, and whose quotation will be most advantageous to the Government, price and other factors considered. The Government reserves the right to determine which quotation demonstrates the required competence for performing the requirements described herein and offers the greatest value to the Government using methodology described in FAR 15.101-1. Offerors are advised that the Government may make award to other than to the low offeror or other than the offeror with the highest technical score. The Government intends to make award on the basis of initial offers without conducting discussions, but reserves the right to conduct discussions if determined necessary.

The Technical portion of the offer shall be evaluated based on the following factors:

Factor a: Personnel

The resume for the proposed Contract Policy Analyst submitted in response to this solicitation shall be reviewed for appropriate education, qualifications and experience necessary to perform the effort required in the Statement of Work (SOW). The proposed employee for this position may be subject to an interview with Government personnel to ascertain the specific relevant experience related to the tasks contained in the SOW.

Factor b: Technical Competence/Understanding

This portion of the offer shall be evaluated to determine the adequacy of the offeror's comprehensive technical understanding and experience relevant to the task areas contained in the Statement of Work (SOW).

Factor c: Past Performance

In determining the rating for the Past Performance factor, the Government will give greater consideration to contracts requiring the same or similar type and complexity of work required by this solicitation. However, other types of contracts may be considered as part of the past performance evaluation as well, if aspects of the past performance are deemed to have some bearing on the expected performance of the subject solicitation. Trends showing improving or deteriorating performance will also be considered.

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The Government has established the relative importance of the Factors as follows: (a), (b), and (c) are listed in descending order of importance and together are worth somewhat more than cost.

Basis for Award

The relative importance of cost and technical factors will be determined by a price-technical trade-off. The Government may pay a premium for an offer that scores higher technically. A purchase order will be awarded to the responsible offeror whose offer represents the combined technical merit and price that is most advantageous to the Government.

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